

EXHIBIT “C”

Auto-Owners

Page 1

26449 (07-00)
Issued 06-23-2014INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999AGENCY J R PREWITT & ASSOCIATES INC
17-0622-00 MKT TERR 042 (205) 933-9207INSURED MCMILLAN TRUCKING CO INC
C/O MIKE MCMILLAN

ADDRESS 380 INGATE RD

CENTREVILLE AL 35042-4201

UMBRELLA POLICY DECLARATIONS

Renewal Effective 07-08-2014

POLICY NUMBER 45-166-625-02

Company Use 38-21-AL-0507

Company
Bill**POLICY TERM**12:01 a.m. to 12:01 a.m.
07-08-2014 to 07-08-2015

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

COMMERCIAL UMBRELLA**LIMITS OF LIABILITY:**

Products-Completed Operations Aggregate	\$ 2,000,000
Other Aggregate	\$ 2,000,000
Each Incident Limit	\$ 2,000,000

RETAINED LIMIT: \$ 10,000 (Waived when an Auto-Owners Insurance Group Company provides both the Commercial Automobile and Commercial General Liability coverage).**FORMS THAT APPLY TO THIS POLICY:**

26800 (07-05)	26606 (10-05)	59351 (01-08)	26366 (07-05)	26296 (07-05)
26505 (07-08)	26541 (08-05)	26560 (02-09)	26527 (09-09)	26824 (07-05)
26831 (07-05)	26682 (07-09)	26405 (07-05)		

COMMERCIAL UMBRELLA PREMIUM**PREMIUM****THE POLICY PREMIUM SHOWN ABOVE INCLUDES:**

TERRORISM

CERTIFIED ACTS SEE FORM 59351

EXCLUDED

TERRORISM COVERAGE

A premium charge may be made effective 01-01-2015. See forms 26505, 59392

TOTAL POLICY PREMIUM**TERM**

PROGRAM: Commercial

DISCOUNT APPLIES FOR AFFILIATION WITH: THE CHAMBER OF COMMERCE OF WEST ALABAMA

A 17% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):

Comm Auto(X) Comm Prop/Comm Liab(X) Farm() WC() Life() Personal()

I certify that this policy was assembled from available records as a representation of coverage that was in effect for the policy period shown.

Date 11/12/15

Page 2

AUTO-OWNERS INS. CO.

26449 (07-00)

Issued 06-23-2014

AGENCY J R PREWITT & ASSOCIATES INC
17-0622-00 MKT TERR 042Company POLICY NUMBER 45-166-625-02
Bill Company Use 38-21-AL-0507

INSURED MCMILLAN TRUCKING CO INC

Term 07-08-2014 to 07-08-2015

SCHEDULE OF UNDERLYING INSURANCE

NAME OF INSURER	TYPE OF POLICY	YOU HAVE AGREED TO MAINTAIN LIMITS AS FOLLOWS:
AUTO-OWNERS INSURANCE COMPANY	COMMERCIAL GENERAL	COMBINED
	LIABILITY	SINGLE LIMITS
	General Aggregate	\$2,000,000
	Products and Completed	
	Operations Aggregate	\$2,000,000
	Occurrence	\$1,000,000
	Personal/Advertising	
	Injury	\$1,000,000
AUTO-OWNERS INSURANCE COMPANY	AUTOMOBILE LIABILITY	COMBINED
		SINGLE LIMITS
	All Owned Automobile	
	Liability	\$1,000,000
	Hired/Non-Ownership	
	Automobile Liability	Included

Commercial Umbrella Insurance Policy

Auto-Owners Insurance Company

POLICY NON-ASSESSABLE

This policy is non-assessable and the premium stated in the Declarations is the only premium you will be asked to pay.

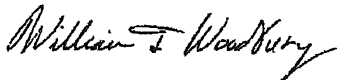
PARTICIPATING

You will be entitled to an equitable participation in Company funds in excess of the amount required to pay expenses and all the losses or claims or other policy obligations incurred, together with the reserve and surplus funds required or permitted by law. A distribution will be made only in accordance with the decision of our Board of Directors acting under the insurance laws and under our charter.

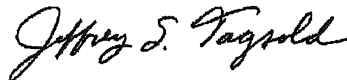
NOTICE OF MEMBERSHIP AND ANNUAL MEETING

Because we are a mutual company this policy makes you a member of the Auto-Owners Insurance Company. You are entitled to vote, in person or by proxy, at all meetings. Our annual policyholder's meetings are held at our home office at Lansing, Michigan on the second Monday in May in each year at 10:00 A.M.

In witness whereof, we, the Auto-Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.



Secretary



President

Agency Code 17-0622-00

Policy Number 45-166-625-02

26800 (7-05)

A QUICK GUIDE TO YOUR COMMERCIAL UMBRELLA POLICYThe **DECLARATIONS PAGE** contains:Your name
Policy TermLimits of Liability
Schedule of Underlying Insurance
Endorsements That Apply**You Will Find****Beginning On Page**

INSURING AGREEMENT	2
DEFINITIONS	2
COVERAGE	6
EXCLUSIONS	8
DEFENSE AND SETTLEMENT PAYMENTS	15
PERSONS AND ORGANIZATIONS INSURED	16
LIMITS OF LIABILITY	16
CONDITIONS	17

Agency Code 17-0622-00

Policy Number 45-166-625-02

COMMERCIAL UMBRELLA POLICY**INSURING AGREEMENT**

We agree to provide insurance relying on the statements in the Declarations and subject to all the terms and conditions of this policy. In return, **you** must pay the premium and comply with all policy terms and conditions.

DEFINITIONS

To understand this policy, **you** must understand what **we** mean when **we** use these words and phrases. They appear in bold-faced print in this section and wherever used in the policy.

A. Advertisement means a notice that is broadcast or published to the general public or specific market segments about **your** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. Regarding web-sites, only that part of a web-site that is about **your** goods, products or services for the purpose of attracting customers or supporters is considered an **advertisement**.

B. Advertising injury means injury arising out of one or more of the following offenses:

1. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services in **your advertisement**;
2. Oral or written publication, in any manner, of material that violates a person's right of privacy in **your advertisement**;
3. The use of another's advertising idea in **your advertisement**; or
4. Infringing upon another's copyright, **trade dress** or slogan in **your advertisement**.

C. Aircraft means any conveyance;

1. Designed or used for flight including self-propelled missiles and spacecraft; and
2. Designed to transport any person or property in the air.

D. Automobile means a land motor vehicle, trailer or semi-trailer.

E. Bodily injury means bodily injury, bodily sickness or bodily disease sustained by a person, including death resulting from any of these at any time.

F. Executive officer means a person holding any of the officer positions created by **your** charter, constitution, by-laws or any other similar governing document.

G. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

H. Impaired property means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
2. **You** have failed to fulfill the terms of a contract or agreement

if such property can be restored to use by:

1. The repair, replacement, adjustment or removal of **your product** or **your work**; or
2. **Your** fulfilling the terms of the contract or agreement.

Agency Code 17-0622-00

Policy Number 45-166-625-02

- I. Incident** means either an occurrence or an offense, whichever is the basis of coverage, then:
1. When coverage applies on an occurrence basis, **incident** means an accident with respect to:
 - a. **Bodily injury**, including damages claimed by any person or organization for care, loss of services or death resulting at anytime from the **bodily injury**; or
 - b. **Property damage**
including continuous or repeated exposure to substantially the same general harmful conditions. Continuous or repeated exposure to substantially the same general harmful conditions constitutes one **incident**.
 2. When coverage applies on an offense basis, **incident** means an offense committed by the **insured** resulting in **personal injury** or **advertising injury**, including all such injury sustained by any one person or organization.
- J. Insured** means the person(s) or organization(s) qualifying as such under the **PERSONS AND ORGANIZATIONS INSURED** section of this policy.
- K. Insured Contract**
1. **Insured contract** means:
 - a. A contract for a lease of premises;
 - b. A sidetrack agreement;
 - c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - e. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for such municipality;
 - f. An elevator maintenance agreement;
 - g. That part of any contract or agreement entered into, as part of **your** business, pertaining to the rental or lease, by **you** or any of **your** employees, of any **automobile**; or
 - h. That part of any other contract or agreement pertaining to **your** business (including indemnification of a municipality in connection with work performed for a municipality) under which **you** assume the **tort liability** of another to pay damages because of **bodily injury** or **property damage** to a third person or organization.
 2. An **insured contract** does not include that part of any contract or agreement:
 - a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - b. Under which the **insured**, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the **insured's** rendering or failing to render professional services, including those listed in a. immediately above and supervisory, inspection, architectural or engineering activities;
 - c. For a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to **you** or temporarily occupied by **you** with permission of the owner;
 - d. That indemnifies a railroad for **bodily injury** or **property damage** arising out of

Agency Code 17-0622-00

Policy Number 45-166-625-02

construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

- e. For the rental, loan or lease of any **auto-mobile** with a driver by **you** or which is rented, loaned or leased with a driver with **your** expressed permission;
 - f. That holds a person or organization engaged in the business of transporting property for hire harmless for **your** use of **your automobile** over a route or territory that person or organization is authorized to serve by public authority; or
 - g. That requires payment for **property damage** to any **automobile you** hire, lease or borrow or which is hired, leased or borrowed with **your** expressed permission.
- L. Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following offenses:
- 1. False arrest, detention or imprisonment;
 - 2. Malicious prosecution;
 - 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises, that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - 5. Oral or written publication of material, in any manner, that violates a person's right to privacy; or
 - 6. Discrimination or humiliation.
- M. Policy territory** means anywhere in the world, provided that a **suit** on the merits is brought in the

United States of America (including its territories and possessions), Puerto Rico or Canada.

- N. Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, liquids, gases and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- O. Products-completed operations hazard** includes all **bodily injury** and **property damage** occurring away from premises **you** own or rent and arising out of **your product** or **your work** except:
- 1. Products that are still in **your** physical possession; or
 - 2. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - a. When all of the work called for in **your** contract has been completed.
 - b. When all of the work to be done at the job site has been completed, if **your** contract calls for work at more than one job site.
 - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The **products-completed operations hazard** does not include **bodily injury** or **property damage** arising out of:

- 1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by **you**, and that condition was created by the loading or unloading of that vehicle by any **insured**;

Agency Code 17-0622-00

Policy Number 45-166-625-02

2. The existence of tools, uninstalled equipment or abandoned or unused materials; or
3. Products or operations for which the classification in the **underlying insurance** states that products-completed operations are included.

P. Property damage means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss shall be deemed to occur at the time of the physical injury that caused the loss of use.
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **incident** that caused the loss of use.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- Q. Retained limit** means the amount shown in the Declarations as **retained limit**. This is the amount **you** are responsible for as part of any settlement or judgment resulting from any one **incident** not covered by **underlying insurance**, but covered by this insurance.
- R. Scheduled underlying insurance** means the insurance policies shown in the Schedule of Underlying Insurance including any renewal or replacement of such contracts which are not more restrictive.
- S. Silica** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- T. Silica-related dust** means a mixture or combination of silica and other dust or particles.

- U. Suit** means a civil proceeding in which damages because of **bodily injury, property damage, personal injury or advertising injury** to which this insurance applies are alleged. **Suit** includes:
1. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with **our** consent; or
 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with **our** consent.
- V. Tort liability** means a liability that would be imposed by law in the absence of any contract or agreement.
- W. Trademark** means any registered or unregistered word, name, symbol, sign, device or any combination thereof used to identify or distinguish a person's or organization's goods, products or services from those of others and to indicate or identify the origin or source of such goods, products or services, even if the origin or source is unknown. **Trademark** includes registered **trade dress** and **trade dress** which is used with or incorporates any **trademark**.
- X. Trade dress** means the unregistered and nonfunctional distinctive packaging, appearance, image, design, color scheme or shape or combination thereof used to identify or distinguish a person's or organization's goods, products or services from those of others and to indicate or identify the origin or source of such goods, products or services, even if the source is unknown. **Trade dress** does not include:
1. Registered **trade dress**;
 2. **Trademark**; or
 3. **Trade dress** which is used with or incorporates any **trademark**.
- Y. Ultimate net loss** means the sum actually payable by **us** to procure settlement or satisfaction of the **insured's** legal obligation for damages either by:

Agency Code 17-0622-00

Policy Number 45-166-625-02

1. Final adjudication; or
2. Compromise with **our** written consent.

However, **ultimate net loss** shall not include salaries of the **insured's** employees or those of an **underlying insurer** or expenses incurred by the **insured, underlying insurer** or **us** in investigation, adjustment or litigation.

Z. Underlying insurance means both **scheduled underlying insurance** and **unscheduled underlying insurance**.

AA. Underlying insurer means any insurer whose policy covers an **incident** also covered by this policy, but does not include insurers whose policies are excess of this insurance. It includes all insurers providing **scheduled underlying insurance** and **unscheduled underlying insurance**.

BB. Unscheduled underlying insurance means any insurance policies available to any **insured** (whether primary, excess, excess-contingent or otherwise) except the policies shown in the Schedule of Underlying Insurance. **Unscheduled underlying insurance** does not include any insurance which is sold as excess of this insurance.

CC. We, us and our means the Company providing this insurance.

DD. You and your means the person(s) or organization(s) shown as the Named **Insured** in the Declarations.

EE. Your product means:

1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

a. You;

b. Others trading under your name; or

c. A person or organization whose business or assets you have acquired; and

2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Your product includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of any of the items included in 1. and 2. immediately above.

Your product also includes the providing of or failure to provide warnings or instructions relative to any of the items in 1. or 2. immediately above.

Your product does not include vending machines or other property rented to or located for the use of others but not sold.

FF. Your work means:

1. Work or operations performed by **you** or on **your** behalf; and
2. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of any of the items included in 1. or 2. immediately above.

Your work also includes the providing of or failure to provide warnings or instructions relative to any of the items included in 1. or 2. immediately above.

COVERAGE

A. We will pay those sums included in **ultimate net loss** that the **insured** becomes legally obligated to pay as damages because of:

1. Bodily injury;

2. Property damage;

Agency Code 17-0622-00

Policy Number 45-166-625-02

3. Personal injury; or**4. Advertising injury**

to which this insurance applies caused by an **incident**.

B. If the basis of coverage for an incident is:**1. An occurrence:**

a. The bodily injury and property damage must take place during the policy term; and

b. The incident must take place in the **policy territory**; and

c. This insurance applies to bodily injury and property damage only if:

(1) Before the beginning of the policy term shown in the Declarations, none of the following persons knew that the **bodily injury or property damage** had occurred in whole or in part:

(a) If **you** are designated in the Declarations as an individual, **you** and **your** spouse.

(b) If **you** are designated in the Declarations as a partnership or joint venture, **your** members and **your** partners and their spouses.

(c) If **you** are designated in the Declarations as a limited liability company, **your** members.

(d) If **you** are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company, **your executive officers** and directors.

(e) **Your** employee authorized by **you** to give or receive notice of an **incident**.

If any of the above persons knew prior to the policy term that the **bodily injury or property damage** occurred, then any continuation, change or resumption of such **bodily injury or property damage** during or after the policy term will be deemed to have been known before the beginning of the policy term shown in the Declarations.

(2) **Bodily injury and property damage** will be deemed to have been known to have occurred at the earliest time when any person shown in **c.(1)(a)** through **c.(1)(e)** immediately above:

(a) Reports all, or any part, of the **bodily injury or property damage** to **us** or any other insurer;

(b) Receives a written or verbal demand or claim for damages because of the **bodily injury or property damage**; or

(c) Becomes aware by any other means that **bodily injury or property damage** has occurred or has begun to occur.

2. An offense:

a. The personal injury and advertising injury must be committed during the policy term; and

b. The incident must take place in the **policy territory**.

Agency Code 17-0622-00

Policy Number 45-166-625-02

EXCLUSIONS

This policy does not apply to:

- A. Any obligation of the **insured** under a workers compensation, disability benefits or unemployment compensation law, or any similar law.
- B. Damages claimed for any loss, cost or expense incurred by **you** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - 1. **Your product;**
 - 2. **Your work;** or
 - 3. **Impaired property**
if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- C. Any alleged or actual violation of the Employee's Retirement Income Security Act (ERISA) of 1974 or subsequent amendments.
- D. Any wrongful act, error or omission or breach of duty by any **insured** in the performance of the office of director or officer of an organization.
- E. Liability for injury or damages to **you** or any other **Insured**.
- F. Any claim, **suit**, action or proceeding against any **insured** arising out of the discharge, dispersal, release, escape or inhalation of any asbestos-related particles, dust, irritants, contaminants, **pollutants**, toxic elements or materials.
- G. Any claim, **suit**, action or proceeding against any **insured** arising out of the discharge, dispersal, release, escape or inhalation of any **silica** or **silica-related dust**.
- H. **Bodily injury, property damage, personal injury or advertising injury** however caused, arising, directly or indirectly, out of:

- 1. War, including undeclared or civil war;
- 2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- 3. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- I. **Bodily injury, property damage, personal injury or advertising injury:**
 - 1. With respect to which an **Insured** under this policy is also an **insured** under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an **insured** under any such policy but for its termination upon exhaustion of its limit of liability;
 - 2. Resulting from the hazardous properties of **nuclear material** and with respect to which:
 - a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. The **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
 - 3. Resulting from the **hazardous properties of nuclear material**, if:
 - a. The **nuclear material**:

Agency Code 17-0622-00

Policy Number 45-166-625-02

(1) Is at any **nuclear facility** owned by, operated by or on behalf of, an **insured**; or

(2) Has been discharged or dispersed therefrom;

b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or

c. The loss arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to **property damage** to such **nuclear facility** and property thereat.

As used in only this exclusion:

1. **Hazardous properties** include radioactive, toxic or explosive properties.
2. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**.
3. **Source material**, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
4. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
5. **Waste** means any waste material:
 - a. Containing **by-product material** other than the tailings or **waste** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and

b. Resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph a. or b. thereof.

6. Nuclear facility means:

a. Any **nuclear reactor**;

b. Any equipment or device designed or used for:

(1) Separating the isotopes of uranium or plutonium;

(2) Processing or utilizing **spent fuel**; or

(3) Handling, processing or packaging **waste**;

c. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

7. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

8. **Property damage** includes all forms of radioactive contamination of property.

J. 1. **Bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge,

Agency Code 17-0622-00

Policy Number 45-166-625-02

dispersal, seepage, migration, release or escape of **pollutants**:

- a. That are, or are contained in any property that is:
 - (1) Being transported or towed by, handled or prepared for placement into or upon, or taken from any **automobile**;
 - (2) Otherwise in the course of transit by an **insured** or on behalf of an **insured**; or
 - (3) Being disposed of, stored, treated or processed into or upon any **automobile**.

However, paragraph 1.a. does not apply to **pollutants** that are needed or result from the normal mechanical, electrical or hydraulic functioning of the **automobile** or its parts, if the escape, discharge, dispersal, seepage, migration or release of such **pollutants** are directly from a part of the **automobile** designed to hold, store, receive or dispose of such **pollutants** by the **automobile** manufacturer.

- b. Before such **pollutants** or property containing **pollutants** are moved from the place they are accepted by an **insured** or anyone acting on behalf of an **insured** for placement into or onto any **automobile**.
- c. After such **pollutants** or property containing **pollutants** are removed from any **automobile** to where they are delivered, disposed of or abandoned by an **insured** or anyone acting on behalf of an **insured**.

1.b. and 1.c. immediately above do not apply, if as a direct result of the maintenance or use of the **automobile**, **pollutants** or property containing **pollutants** which are not in or upon the **automobile**, are upset, overturned or damaged at any premises not owned by or leased to an **insured**. The discharge, dispersal, release, seepage, migration or escape of the **pollutants**

must be directly caused by such upset, overturn or damage.

- d. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**. However, this paragraph d., does not apply to:
 - (1) **Bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
 - (2) **Bodily injury or property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site or location has been added to the applicable **scheduled underlying insurance** as an additional **insured** with respect to **your** ongoing operations performed for that additional **insured** at the premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured** other than that additional **insured**; or
 - (3) **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**.
- e. At or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste.
- f. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (1) Any **insured**; or
 - (2) Any person or organization for whom **you** may be legally responsible.

Agency Code 17-0622-00

Policy Number 45-166-625-02

g. At or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor. However, this paragraph g. does not apply to:

(1) **Bodily injury or property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of an **automobile** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **insured**, contractor or subcontractor;

(2) **Bodily injury or property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by **you** or on **your** behalf by a contractor or subcontractor; or

(3) **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**.

h. At or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are per-

forming operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.

2. **Personal injury or advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.

3. Any loss, cost or expense arising out of any:

a. Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or

b. Claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

However, this paragraph does not apply to liability for damages because of covered **property damage** that the **insured** would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or **suit** by or on behalf of a governmental authority.

K. **Bodily injury, personal injury or advertising injury** arising out of or resulting from the transmission of any communicable disease by any **insured**.

L. **Bodily injury, personal injury or advertising injury**:

1. To a person arising out of any:

a. Refusal to employ a person;

b. Termination of a person's employment;

c. Employment-related practice, policy, act or omission, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment,

Agency Code 17-0622-00

Policy Number 45-166-625-02

humiliation or discrimination directed at a person; or

- d. Criminal or civil action brought against a person by or at the direction of the **insured** directly or indirectly related to any offense described in L.1.a., b. or c. above; or
- 2. Anyone as a consequence of **bodily injury**, **personal injury** or **advertising injury** to a person at whom any of the employment-related practices described in L.1. above is directed.

This exclusion applies:

- 1. Whether the **insured** may be liable as an employer in any other capacity;
 - 2. Whether the offense is alleged to arise out of the employment during the course or scope of employment, outside the course or scope of employment or after termination of employment;
 - 3. Whether directly or indirectly related to a person's prospective, current or past employment; and
 - 4. To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- M. **Bodily injury** or **property damage** expected or intended from the standpoint of the **insured**. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.
- N. **Bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, entrustment to others, or loading or unloading of an aircraft. This exclusion shall not apply to liability to the extent insurance is provided such **insured** by **scheduled underlying insurance**.
- O. **Bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, entrustment to others, or loading or unloading of a watercraft if such watercraft is owned or chartered

without a crew by or on behalf of any **insured**. This exclusion shall not apply to liability;

- 1. For a watercraft while ashore on premises owned, rented or controlled by an **insured**; or
 - 2. To the extent insurance is provided such **insured** by **scheduled underlying insurance**.
- P. **Bodily injury** or **property damage** arising out of uninsured motorist, underinsured motorist, **auto-mobile** no-fault, personal injury protection or any other similar law.
- Q. **Bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- 1. Assumed in a contract or agreement that is an **insured contract**, provided such **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the **insured**, it also does not apply to such liability assumed by the **insured** under an **insured contract**; or
 - 2. That the **insured** would have in the absence of the contract or agreement.
- R. **Personal injury** or **advertising injury**:
- 1. Caused by or at the direction of any **insured** with the knowledge that the act would violate the rights of another and would inflict **personal injury** or **advertising injury**; or
 - 2. Expected or intended by any **insured**. This exclusion R.2., does not apply to **personal injury**.
- S. **Personal injury** or **advertising injury**:
- 1. Arising out of oral or written publication of material, if done by or at the direction of the **insured** with knowledge of its falsity;
 - 2. Arising out of oral or written publication of material whose first publication took place before the beginning of the policy term;

Agency Code 17-0622-00

Policy Number 45-166-625-02

3. Arising out of a criminal act or violation of a penal statute or ordinance committed by or at the direction of the **insured**;
4. For which the **insured** has assumed liability in a contract or agreement. This part of the exclusion does not apply to liability for damages that the **insured** would have in the absence of such contract or agreement; or
5. Committed by an **insured** whose business is:
 - a. Advertising, broadcasting, publishing or telecasting;
 - b. Designing or determining content of web-sites for others; or
 - c. An Internet search, access, content or service provider.

For the purpose of 5.a. of this exclusion, the placing of frames, borders, links or advertising, for **you** or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

However, this exclusion does not apply to **personal injury** resulting from:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution; or
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

- T. **Personal injury or advertising injury** arising out of the infringement of copyright, patent, **trademark**, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in **your advertisement** of copyright, **trade dress** or slogan.

- U. **Personal injury or advertising injury** arising out of an electronic chatroom or bulletin board the **insured** hosts, owns or over which the **insured** exercises control for any purpose.

- V. **Personal injury or advertising injury** arising out of the unauthorized use of another's name or product in **your** e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

- W. **Personal injury or advertising injury** arising out of any **incident** first committed before the beginning of the policy term.

- X. 1. **Bodily injury or personal injury** of an employee of the **insured** arising out of and in the course of employment by the **insured**; or
2. A loss or claim by the spouse, child, parent, brother or sister of the employee of the **insured** as a consequence of X.1. immediately above.

This exclusion applies:

1. Whether the **insured** may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

1. Liability assumed by the **insured** under an **insured contract**; or
2. **Bodily injury** with respect to which insurance is provided such **insured** by **scheduled underlying insurance**.

- Y. **Property damage** to:

1. Property **you**:
 - a. Own, including any cost or expense incurred by **you**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or main-

Agency Code 17-0622-00

Policy Number 45-166-625-02

tenance of such property for any reason, including prevention of injury to another's property;

- b. Rent, occupy or use, including any cost or expense incurred by **you**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property. This exclusion applies only to the extent the **insured** is required by contract to provide insurance for such property;
2. Property that any of **your**:
 - a. Employees;
 - b. Volunteer workers;
 - c. Partners or members (if **you** are a partnership or joint venture); or
 - d. Members (if **you** are a limited liability company)

own, rent, occupy or use. However, this exclusion, Y.2., shall not apply to **your** liability for damage to such property.
 3. Premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises;
 4. Property loaned to **you**;
 5. Personal property in any **insured's** care, custody or control, but this exclusion applies only to the extent the **insured** is required by contract to provide insurance for such property;
 6. That particular part of real property on which any **insured** or any contractor or subcontractor working directly or indirectly on **your** behalf are performing operations, if **property damage** arises out of those operations; or
 7. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

This exclusion does not apply with respect to:

- a. Y.3., if the premises are **your work** and were never occupied, rented or held for rental by **you**;
 - b. Y.4., 5., 6., and 7. to liability assumed under a sidetrack agreement; or
 - c. Y.7. to **property damage** included in the **products-completed operations hazard**.
- Z. **Property damage** to **your product** arising out of it or any part of it.
- AA. **Property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.
 - BB. **Property damage** to **impaired property** or property that has not been physically injured, arising out of:
 1. A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**;
 2. A delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

CC. **Advertising injury** arising out of:

1. A breach of contract, except an implied contract to use another's advertising idea in **your advertisement**.
2. The failure of goods, products or services to conform with any statement or representation of quality or performance made in **your advertisement**; or
3. The wrong description of the price of goods, products or services.

DD.1. Punitive or exemplary damages, except to the extent that coverage is provided in any

Agency Code 17-0622-00

Policy Number 45-166-625-02

scheduled underlying insurance shown in the Declarations under the Schedule of Underlying Insurance provided such coverage is maintained:

- a. At the agreed liability limits shown in the Schedule of Underlying Insurance; and
- b. In accordance with the **Maintenance of Underlying Insurance** condition.

2. When coverage is afforded for punitive or exemplary damages under this policy:

- a. Such damages are included with compensatory damages in the limits shown in the Declarations; and
- b. Are not to be construed, in any event, as additional amounts of insurance.

DEFENSE AND SETTLEMENT PAYMENTS

When Underlying Insurance Does Not Apply To An Incident

When **underlying insurance** does not apply to an **incident** which is covered by this policy, **we** have the right and duty to defend any **suit** against the **insured** seeking damages on account of **bodily injury, property damage, personal injury or advertising injury**. **We** may investigate and settle any claim or **suit** at **our** discretion, but **our** right and duty to defend any **suit** ends when **we** have used up **our** limit of liability as described in the **LIMITS OF LIABILITY** section in payment of judgments or settlements.

We will pay with respect to any claim **we** investigate or settle or any **suit** against an **insured** **we** defend:

- A. All expenses **we** incur.
- B. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of liability. **We** do not have to apply for or furnish such bonds.
- C. The cost of bail bonds (including bonds required because of an accident or related traffic law violation) required because of an **incident** to which this policy applies. **We** shall not apply for or furnish such bonds. **Our** maximum payment is \$2,000 per **incident**.
- D. All reasonable expenses incurred by the **Insured** at **our** request, including actual loss of earnings up to \$250 a day because of time off from work.
- E. All costs taxed against the **insured** in the **suit**.

F. Prejudgment interest awarded against the **insured** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of liability, **we** will not pay any prejudgment interest based on that period of time after the offer.

G. All interest on the full amount of any judgment that accrues after entry of the judgment and before **we** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of liability.

These payments will be in addition to the applicable limit of liability. However, if the **scheduled underlying insurance** includes the amount paid for any of these within their applicable limit of liability, then **we** will also include the amount **we** pay for these within **our** limit of liability to the extent they were included under the **scheduled underlying insurance**.

Where **we** may be prevented by law or otherwise from carrying out this agreement, **we** shall pay any expense incurred with **our** written consent in accordance with this agreement.

When Underlying Insurance Does Apply To An Incident

When **underlying insurance** does apply to an **incident**, this policy will not apply to defense, investigation, settlement or legal expenses which are covered by **scheduled underlying insurance** or **unscheduled underlying insurance**, but **we** have the right to associate with the **insured** in the defense and control of any claim or proceeding for which coverage may be afforded by this policy. In such event, the **insured** must cooperate fully with **us**.

Agency Code 17-0622-00

Policy Number 45-166-625-02

PERSONS AND ORGANIZATIONS INSURED

Each of the following is an **insured** under this policy to the extent described below:

- A. If **you** are designated in the Declarations as an individual, **you** and **your** spouse are **insureds**, but only for the conduct of a business of which **you** are the sole owner.
- B. If **you** are designated in the Declarations as a partnership or joint venture, **you** are an **insured**. **Your** members, **your** partners, and their spouses are also **insureds**, but only with respect to the conduct of **your** business.
- C. If **you** are designated in the Declarations as a limited liability company, **you** are an **insured**. **Your** members are also **insureds**, but only with respect to the conduct of **your** business. **Your** managers are **insureds**, but only with respect to their duties as managers.
- D. If **you** are a trust, **you** are an **insured**. **Your** trustees are also **insureds**, but only with respect to their duties as trustees.
- E. If **you** are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company:
 - 1. **You** are an **insured**; and
 - 2. Any organization **you** newly acquire or form, other than a partnership, joint venture or limited liability company, and over which **you** maintain ownership or majority interest, will qualify as an **insured** if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after **you** acquire or form the organization or the end of the policy term, whichever is earlier; and
- b. Coverage does not apply to **bodily injury, property damage, personal injury or advertising injury** that occurred before **you** acquired or formed the organization.
- F. Any **executive officer** or director of **yours** while acting within the scope of his or her duties for **you**. **Your** stockholders are **insureds**, but only with respect to their liability as a stockholder.
- G. Any person (other than **your** employee) or organization while acting as **your** real estate manager.
- H. Any person, organization, trustee or estate with respect to which **you** are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations by or on behalf of, or to facilities of or used by, **you**.
- I. Subject to the terms and conditions of this insurance, any other **insured(s)** included in the **scheduled underlying insurance** issued to **you** and shown in the Declarations, but only to the extent that insurance is provided for such other **insured(s)** in the **scheduled underlying insurance**.

However, no person or organization is an **insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named **Insured** in the Declarations.

LIMITS OF LIABILITY

- A. The Limits of Liability shown in the Declarations and the following provisions determine the most **we** will pay regardless of the number of:
 - 1. **Insureds**;
 - 2. Persons or organizations who sustain damage;
 - 3. Claims made or suits brought; or

Agency Code 17-0622-00

Policy Number 45-166-625-02

4. Automobiles involved in an incident.

B. The each **incident** limit of liability shown in the Declarations is the most **we** will pay for **ultimate net loss** arising out of any one **incident**. Subject to the limits of liability shown in the Declarations, **we** shall only be liable for the **ultimate net loss** in excess of either:

1. The applicable limits of **scheduled underlying insurance** plus the limits of any **unscheduled underlying insurance**; or
2. The **retained limit** if an **Incident** is not covered by **underlying insurance**, but is covered by the terms and conditions of this policy.

C. The Products-Completed Operations Aggregate shown in the Declarations is the most **we** will pay for **ultimate net loss** for covered damages arising out of the **products-completed operations hazard**.

D. The Employers Liability Aggregate shown in the Declarations is the most **we** will pay for **ultimate net loss** because of **bodily injury** sustained by **your** employees arising out of and in the course of their employment by **you**.

E. The Other Aggregate shown in the Declarations is the most **we** will pay for **ultimate net loss** for covered damages other than those in **C.** and **D.** immediately above. This aggregate does not apply

to damages arising out of the ownership, operation, maintenance or use of any **automobile**.

We may pay one or more of the above aggregates during any one policy term, but under no circumstances will **our** payment exceed the each **incident** limit of liability shown in the Declarations for any **incident**. Any amount paid for damages will reduce the amount of the applicable aggregate limit of liability for the remainder of the policy term.

The aggregate limits of liability shown in the Declarations apply separately to each consecutive policy term and to any period of less than twelve months. If this policy is extended for a period of less than 12 months, the extended period will be deemed to be part of the last preceding period for purposes of determining the limits of liability.

F. In the event of the reduction or exhaustion of the aggregate limits of liability shown in the **scheduled underlying insurance** by reason of losses paid, this policy shall, subject to this **LIMITS OF LIABILITY** provision, and to the terms and conditions of this policy:

1. In the event of reduction, apply in excess of the reduced **scheduled underlying insurance**; or
2. In the event of exhaustion, apply in place of the **scheduled underlying insurance**.

CONDITIONS

This policy is subject to the following conditions:

A. Appeals

If the **insured** or any insurer who provides the applicable **underlying insurance** elects not to appeal a judgment which exceeds the underlying limit or **retained limit**, **we** may elect to do so at **our** own expense. **We** shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase **our** liability beyond our applicable limits of liability for all **ultimate net loss** plus the expense of such appeal.

B. Assignment

No interest in this policy may be assigned without **our** written consent. But, if **you** should die within the policy term, the policy will cover:

1. **Your** legal representative, as the Named **Insured**, but only with respect to his or her duties as such; and
2. Any person or organization having proper temporary custody of **your** property, as **Insured**, but only until **your** legal representative has been appointed.

Agency Code 17-0622-00

Policy Number 45-166-625-02

C. Changes

This policy contains all the agreements between **you** and **us** or any of **our** agents relating to this insurance. The terms of this policy may not be changed except by endorsement issued by **us**.

D. Insolvency or Bankruptcy

1. **We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured** or of any **insured's** estate.
2. Insolvency or bankruptcy of the **underlying insurer** will not relieve **us** of **our** obligation under this policy.
3. This policy will not replace the **underlying insurance** in the event of the insolvency or bankruptcy of the **underlying insurer**. This policy will apply as if the **underlying insurance** was in full effect.

E. Inspection and Audit

We shall be permitted, but not obligated, to inspect **your** property and operations at any time. **Our** inspection, or reports or recommendations based on such inspections shall not constitute an undertaking to determine or warrant that such property or operations are:

1. Safe or healthful; or
2. In compliance with any law, rule or regulation.

We may examine and audit **your** books and records:

1. At any time during the policy term; and
2. Within three years after the final termination of this policy, as they relate to this insurance.

F. Legal Action Against Us

We may not be sued unless:

1. There is full compliance with all the terms of this policy; and
2. Until the obligation of an **insured** to pay is finally determined either by:
 - a. Judgment against the **insured** after actual trial; or
 - b. By written agreement of the **insured**, the claimant and **us**.

No one shall have any right to make **us** a party to a **suit** to determine the liability of an **insured**.

G. Maintenance of Underlying Insurance

You agree to maintain in full effect the **scheduled underlying insurance** shown in the Declarations during the term of this policy. **We** will not consider a reduction or exhaustion of the aggregate limit of any **scheduled underlying insurance** by payments of judgments and settlements with respect to **incidents** during the term of this policy as a failure to maintain **scheduled underlying insurance** in full effect. If **you** fail to comply with this condition:

1. By failure or neglect to maintain the **scheduled underlying insurance** shown in the Declarations;
2. Because an **underlying insurer** becomes insolvent; or
3. Because **you** breached a contract of **scheduled underlying insurance**

this policy will apply, but **we** shall only be liable to the same extent as if the **scheduled underlying insurance** was in full effect.

You further agree:

1. To give **us** written notice as soon as practicable of any change in the **scheduled underlying insurance** shown in the Declarations; and
2. That if **you** are notified that any aggregate limit of **scheduled underlying insurance** has

Agency Code 17-0622-00

Policy Number 45-166-625-02

been exhausted or reduced, **you** shall immediately take all reasonable efforts to reinstate limits.

Any false statement made by **you** in the application for this policy as to the nature of the **underlying insurance** shall not invalidate this insurance, but **we** shall be liable only to the extent **we** would have been liable had the statement been true.

H. Notice of Incident, Claim or Suit

1. When an **incident** likely to involve **us** takes place, the **insured** must notify **us** in writing as soon as practicable, of any **incident**, claim or **suit**. Notice of an **incident** is not notice of a claim.

The notice must give:

- a. **Your** name and policy number;
- b. The time, place and circumstances of the **incident**; and
- c. The names and addresses of injured persons and witnesses.

The **insured** shall promptly take at his or her expense all reasonable steps to prevent other **bodily injury, property damage, personal injury** or **advertising injury** from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

2. If claim is made or **suit** is brought, **we** must be advised promptly. All papers in connection with claims or **suits** must be sent to **us** without delay.
3. The **insured** must:
 - a. Immediately send **us** copies of any correspondence, demands, notices, summonses or papers in connection with any claim or **suit**;
 - b. Authorize **us** to obtain records and other information;

- c. Cooperate with **us** in the investigation or settlement of any claim or defense of any **suit**; and
- d. Assist **us**, upon **our** request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply.

The **insured** must attend hearings and trials and assist in securing and giving evidence and the obtaining and attendance of witnesses. The **insured** must not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation or incur any expense.

I. Other Insurance

The insurance afforded under this policy shall apply as excess insurance over other collectible insurance (other than insurance applying as excess to **our** limit of liability) available to the **insured** and covering **ultimate net loss** covered by this insurance.

J. Premium

1. The premium for this policy shall be as shown in the Declarations. The advance and anniversary premiums are not subject to adjustment except as shown in the Declarations, or as stated in a change to the policy issued by **us**.
2. **You** must maintain records of such information as is necessary for premium computation, and send copies of such records to **us** at the end of the policy term as **we** may direct.
3. The first Named **Insured** shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums **we** pay.

Agency Code 17-0622-00

Policy Number 45-166-625-02

K. Representations or Fraud

By acceptance of this policy, **you** agree that:

1. The statements in the Declarations and in any subsequent notice related to **underlying insurance** are **your** agreements and representations and are accurate and complete;
2. Those statements are based upon representations **you** made to **us**;
3. **We** have issued this policy in reliance upon **your** representations; and
4. In the event of fraud or misrepresentation by **you**, as it relates to this policy or any claim under this policy, this policy is void.

L. Separation of Insureds

The insurance afforded applies separately to each **insured** against whom claim is made or **suit** is brought, but the inclusion of more than one **insured** shall not operate to increase the limits of **our** liability.

M. Transfer of Rights of Recovery Against Others To Us

After making payment under this policy, **we** have the right to recover to the extent of **our** payment from anyone responsible. The **insured** will do

whatever is required to transfer this right to **us** and must do nothing after loss to impair this right. At **our** request, the **insured** will bring **suit** or transfer the right to **us** and help **us** enforce this right.

Any amounts so recovered shall be apportioned as follows:

1. Any amount paid over and above the payments under this policy shall be reimbursed first up to the amount paid to those who made such payments. This includes such amounts paid by the **insured**.
2. **We** are then to be reimbursed up to the amount **we** paid.
3. Any amount which remains after those under 1. and 2. immediately above are reimbursed shall be available to those, including the **insured**, over whom this insurance is excess and are entitled to claim such remainder.

Expenses necessary to the recovery of any such amounts shall be divided between the interests, including the **insured**, over whom this insurance is excess and are entitled to claim such remainder.

Agency Code 17-0622-00

Policy Number 45-166-625-02

26541 (8-05)

LIMITS OF LIABILITY - EMPLOYERS LIABILITY EXCLUDED

Commercial Umbrella Policy

It is agreed:

LIMITS OF LIABILITY is deleted and replaced by the following:

LIMITS OF LIABILITY

- A. The Limits of Liability shown in the Declarations and the following provisions determine the most **we** will pay regardless of the number of:
1. **Insureds**;
 2. Persons or organizations who sustain damage;
 3. Claims made or **suits** brought; or
 4. **Automobiles** involved in an **incident**.
- B. The each **incident** limit of liability shown in the Declarations is the most **we** will pay for **ultimate net loss** arising out of any one **incident**. Subject to the limits of liability shown in the Declarations, **we** shall only be liable for the **ultimate net loss** in excess of either:
1. The applicable limits of **scheduled underlying insurance** plus the limits of any **unscheduled underlying insurance**; or
 2. The **retained limit** if an **incident** is not covered by **underlying insurance**, but is covered by the terms and conditions of this policy.
- C. The Products-Completed Operations Aggregate shown in the Declarations is the most **we** will pay for **ultimate net loss** for covered damages arising out of the **products-completed operations hazard**.
- D. The Other Aggregate shown in the Declarations is the most **we** will pay for **ultimate net loss** for covered damages other than those in C. above. This aggregate does not apply to damages arising out of the ownership, operation, maintenance or use of any **automobile**.

We may pay one or more of the above aggregates during any one policy term, but under no circumstances will **our** payment exceed the each **incident** limit of liability shown in the Declarations for any **incident**. Any amount paid for damages will reduce the amount of the applicable aggregate limit of liability for the remainder of the policy term.

The aggregate limits of liability shown in the Declarations apply separately to each consecutive policy term and to any period of less than twelve months. If this policy is extended for a period of less than 12 months, the

Agency Code 17-0622-00

Policy Number 45-166-625-02

extended period will be deemed to be part of the last preceding period for purposes of determining the limits of liability.

E. In the event of the reduction or exhaustion of the aggregate limits of liability shown in the **scheduled underlying insurance** by reason of losses paid, this policy shall, subject to this **LIMITS OF LIABILITY** provision, and to the terms and conditions of this policy:

1. In the event of reduction, apply in excess of the reduced **scheduled underlying insurance**; or
2. In the event of exhaustion, apply in place of the **scheduled underlying insurance**.

All other policy terms and conditions apply.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright Insurance Services Office, Inc., 1988, 2003.

Page 2 of 2

Agency Code 17-0622-00

Policy Number 45-166-625-02

26366 (7-05)

WAIVER OF RETAINED LIMIT
Commercial Umbrella Policy

It is agreed:

Under **DEFINITIONS, Q. Retained limit** is deleted and replaced by the following:

- Q. Retained limit** means the amount shown in the Declarations as **retained limit**. This is the amount **you** are responsible for as part of any settlement or judgment resulting from any one **incident** not covered by **underlying insurance**, but covered by this insurance. The **retained limit** does not apply to an **incident** when the Commercial General Liability, Businessowners or Garage Liability policy listed in the Schedule of Underlying Insurance was issued by an Auto-Owners Insurance Group company, and if **you** own one or more **automobiles**, the Automobile Liability policy listed in the Schedule of Underlying Insurance was issued by an Auto-Owners Insurance Group company and all such insurance was in effect at the time of the **incident**.

All other policy terms and conditions apply.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright Insurance Services Office, Inc., 1988, 2003.

Page 1 of 1

Auto-Owners

Page 1

26449 (07-00)
Issued 03-30-2015INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999AGENCY J R PREWITT & ASSOCIATES INC
17-0622-00 MKT TERR 042 (205) 933-9207

INSURED MCMILLAN TRUCKING INC

ADDRESS 380 INGATE RD

CENTREVILLE AL 35042-4201

UMBRELLA POLICY DECLARATIONS

Endorsement Effective 12-05-2014

POLICY NUMBER 45-166-625-02

Company Use 38-21-AL-0507

Company
Bill**POLICY TERM**12:01 a.m. to 12:01 a.m.
07-08-2014 to 07-08-2015

This policy is amended in consideration of the additional or return premium shown below. This Declaration voids and replaces all previously issued Declarations bearing the same policy number and premium term.

COMMERCIAL UMBRELLA**LIMITS OF LIABILITY:**

Products-Completed Operations Aggregate	\$ 2,000,000
Other Aggregate	\$ 2,000,000
Each Incident Limit	\$ 2,000,000

RETAINED LIMIT: \$ 10,000 (Waived when an Auto-Owners Insurance Group Company provides both the Commercial Automobile and Commercial General Liability coverage).

FORMS THAT APPLY TO THIS POLICY:

26800 (07-05)	26606 (10-05)	59351 (01-08)	26366 (07-05)	26296 (07-05)
26505 (07-08)	26541 (08-05)	26560 (02-09)	26527 (09-09)	26824 (07-05)
26831 (07-05)	26682 (07-09)	26405 (07-05)		

COMMERCIAL UMBRELLA PREMIUM**PREMIUM****CHANGE****THE POLICY PREMIUM SHOWN ABOVE INCLUDES:**

TERRORISM

CERTIFIED ACTS SEE FORM 59351

EXCLUDED

TERRORISM COVERAGE

A premium charge may be made effective 01-01-2015. See forms 26505, 59392

TOTAL POLICY PREMIUM

TERM

No Charge

PROGRAM: Commercial

DISCOUNT APPLIES FOR AFFILIATION WITH: THE CHAMBER OF COMMERCE OF WEST ALABAMA

A 17% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):

Comm Auto(X) Comm Prop/Comm Liab(X) Farm() WC() Life() Personal()

I certify that this policy was assembled from available records as a representation of coverage that was in effect for the policy period shown.
Sean P. Smith

Date

4/12/15

Page 2

AUTO-OWNERS INS. CO.

26449 (07-00)

Issued 03-30-2015

AGENCY J R PREWITT & ASSOCIATES INC
17-0622-00 MKT TERR 042Company POLICY NUMBER 45-166-625-02
Bill Company Use 38-21-AL-0507

INSURED MCMILLAN TRUCKING INC

Term 07-08-2014 to 07-08-2015

SCHEDULE OF UNDERLYING INSURANCE

NAME OF INSURER	TYPE OF POLICY	YOU HAVE AGREED TO MAINTAIN LIMITS AS FOLLOWS:
AUTO-OWNERS INSURANCE COMPANY	COMMERCIAL GENERAL LIABILITY	COMBINED SINGLE LIMITS
	General Aggregate	\$2,000,000
	Products and Completed Operations Aggregate	\$2,000,000
	Occurrence	\$1,000,000
	Personal/Advertising Injury	\$1,000,000
AUTO-OWNERS INSURANCE COMPANY	AUTOMOBILE LIABILITY	COMBINED SINGLE LIMITS
	All Owned Automobile Liability	\$1,000,000
	Hired/Non-Ownership Automobile Liability	Included